

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM356730

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment Number Two to Second Lien U.S. Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barometer, Inc.		09/28/2015	CORPORATION: MINNESOTA
M4 Global Solutions Holding Cooperatief U.A.		09/28/2015	Cooperative Incorporated: NETHERLANDS
M4 Global Solutions Holding B.V.		09/28/2015	LIMITED LIABILITY COMPANY: NETHERLANDS
CW Professional Services B.V.		09/28/2015	LIMITED LIABILITY COMPANY: NETHERLANDS
M4 Global Solutions Management LLC		09/28/2015	LIMITED LIABILITY COMPANY: DELAWARE
CW Professional Services LLC		09/28/2015	LIMITED LIABILITY COMPANY: DELAWARE
Changepoint B.V.		09/28/2015	LIMITED LIABILITY COMPANY: NETHERLANDS
Uniface B.V.		09/28/2015	LIMITED LIABILITY COMPANY: NETHERLANDS
Changepoint USA LLC		09/28/2015	LIMITED LIABILITY COMPANY: DELAWARE
Changepoint Canada ULC		09/28/2015	Unlimited Liability Company: BRITISH COLUMBIA
Uniface Canada ULC		09/28/2015	Unlimited Liability Company: BRITISH COLUMBIA
CW Professional Services (Canada)		09/28/2015	Unlimited Liability Company: BRITISH COLUMBIA
Daptiv Solutions, LLC		09/28/2015	LIMITED LIABILITY COMPANY: DELAWARE
Daptiv Solutions BV.		09/28/2015	LIMITED LIABILITY COMPANY: NETHERLANDS
Uniface USA LLC		09/28/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Guggenheim Corporate Funding, LLC		
Street Address:	330 Madison Avenue		
Internal Address:	10th Floor		
City:	New York		

OP \$90.00 3961450

State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3961450	BAROMETERIT
Registration Number:	4068752	PEOPLE DRIVEN ARCHITECTURE
Registration Number:	4169906	ITGENOME

CORRESPONDENCE DATA

Fax Number: 8004947512

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Dwayne C. Houston

Address Line 1: 1025 Vermont Avenue NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F158518
NAME OF SUBMITTER:	Teresa L. McNally
SIGNATURE:	/Teresa L. McNally/
DATE SIGNED:	09/29/2015

Total Attachments: 8

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AMENDMENT NUMBER TWO TO SECOND LIEN U.S. TRADEMARK SECURITY AGREEMENT

This **AMENDMENT NUMBER TWO TO SECOND LIEN U.S. TRADEMARK SECURITY AGREEMENT** (this "Amendment") is entered into as of September 28, 2015, by and among New Grantor (defined below), the Grantors listed on the signature pages hereof, and **GUGGENHEIM CORPORATE FUNDING, LLC**, a Delaware limited liability company, in its capacity as agent for the Lender Group (in such capacity, together with its successors and permitted assigns in such capacity, "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in that certain Second Lien U.S. Trademark Security Agreement, dated as of February 12, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), by and among the Grantors listed on the signature pages thereof (collectively, the "Grantors" and each a "Grantor") and Agent, or, if not defined therein, that certain Second Lien Credit Agreement, dated as of February 12, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantors, the lenders party thereto, and Agent.

WHEREAS, (i) the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on or about February 13, 2014 at Reel 5216, Frame 0198, and (ii) that certain Amendment Number One to Second Lien U.S. Trademark Security Agreement, dated as of August 18, 2014, by and among the Grantors listed on the signature pages thereof and Agent, was recorded with the United States Patent and Trademark Office on or about August 18, 2014 at Reel 5347, Frame 0290; and

WHEREAS, the Grantors and Agent wish to amend the Trademark Security Agreement by joining Barometer, Inc., a Minnesota corporation ("New Grantor") and by amending Schedule I to the Trademark Security Agreement to add the trademarks appearing on Exhibit A hereto, and the Grantors and Agent have agreed to do so.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. (a) New Grantor hereby acknowledges, agrees and confirms that, by its execution of this Amendment, New Grantor will be deemed to be a party to the Trademark Security Agreement and a "Grantor" for all purposes under the Trademark Security Agreement, as if it had executed the Trademark Security Agreement. New Grantor acknowledges that it has received a copy of the Trademark Security Agreement and the other Loan Documents and that it has read and understands the terms thereof. Each reference to a "Grantor" in the Trademark Security Agreement shall be deemed to include New Grantor.

(b) In furtherance of the foregoing, New Grantor does hereby unconditionally grant, assign, and pledge to Agent, for the benefit of each member of the Lender Group, to secure the Secured Obligations, a continuing security interest in all of New Grantor's right, title and interest in, to and under the Trademark Collateral.

2. Each Grantor and Agent hereby agree that Schedule I to the Trademark Security Agreement is hereby amended by adding the trademarks appearing on Exhibit A hereto (the "Additional Trademarks"), and such Additional Trademarks shall secure all Secured Obligations.

3. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of such Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants,

assigns, and pledges to Agent, for the benefit of each member of the Lender Group to secure the Secured Obligations, continuing security interests in all of such Grantor's right, title, and interest in, to, and under the Additional Trademarks; and (c) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

4. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS AMENDMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE U.S. GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

5. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

6. This Amendment is a Loan Document.

[Signature pages to follow.]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

"New Grantor"

BAROMETER, INC., a Minnesota corporation

By: Robb Warwick
Robb Warwick
President and Treasurer

[SIGNATURE PAGE TO AMENDMENT NUMBER TWO TO SECOND LIEN U.S. TRADEMARK
SECURITY AGREEMENT]

"Existing Obligors"

**M4 GLOBAL SOLUTIONS HOLDING
COÖPERATIEF U.A.**, a cooperative incorporated and
existing under the laws of the Netherlands

M4 GLOBAL SOLUTIONS HOLDING B.V., a
private company with limited liability incorporated under
the laws of the Netherlands

CW PROFESSIONAL SERVICES B.V., a private
company with limited liability incorporated under the
laws of the Netherlands

M4 GLOBAL SOLUTIONS MANAGEMENT LLC, a
Delaware limited liability company

By: **M4 GLOBAL SOLUTIONS HOLDING B.V.**, a
private company with limited liability incorporated under
the laws of the Netherlands, its sole member and manager

CW PROFESSIONAL SERVICES LLC, a Delaware
limited liability company

By: **CW PROFESSIONAL SERVICES B.V.**, a private
company with limited liability incorporated under the
laws of the Netherlands, its sole member and manager

By: Robb Warwick
Name: ROBB WARWICK
Title: AUTHORIZED SIGNATORY

[SIGNATURE PAGE TO AMENDMENT NUMBER TWO TO SECOND LIEN U.S. TRADEMARK
SECURITY AGREEMENT]

M4 GLOBAL SOLUTIONS HOLDING COÖPERATIEF U.A., a cooperative incorporated and existing under the laws of the Netherlands

M4 GLOBAL SOLUTIONS HOLDING B.V., a private company with limited liability incorporated under the laws of the Netherlands

CHANGEPOINT B.V., a private company with limited liability incorporated under the laws of the Netherlands

CW PROFESSIONAL SERVICES B.V., a private company with limited liability incorporated under the laws of the Netherlands

UNIFACE B.V., a private company with limited liability incorporated under the laws of the Netherlands

CHANGEPOINT CANADA ULC, an unlimited liability company incorporated under the laws of British Columbia

UNIFACE CANADA ULC, an unlimited liability company incorporated under the laws of British Columbia

CW PROFESSIONAL SERVICES (CANADA) ULC, an unlimited liability company incorporated under the laws of British Columbia

DAPTIV SOLUTIONS, LLC, a Delaware limited liability company

By: **CHANGEPOINT USA LLC**, a Delaware limited liability company, its sole member and manager

By: **CHANGEPOINT B.V.**, a private company with limited liability incorporated under the laws of the Netherlands, its sole member and manager

DAPTIV SOLUTIONS B.V., a private limited liability company incorporated under the laws of the Netherlands

By: Robb Warnick
Name: ROBB WARNICK
Title: AUTHORIZED SIGNATORY

M4 GLOBAL SOLUTIONS MANAGEMENT LLC, a Delaware limited liability company

By: **M4 GLOBAL SOLUTIONS HOLDING B.V.**, a private company with limited liability incorporated under the laws of the Netherlands, its sole member and manager

CHANGEPOINT USA LLC, a Delaware limited liability company

By: **CHANGEPOINT B.V.**, a private company with limited liability incorporated under the laws of the Netherlands, its sole member and manager

CW PROFESSIONAL SERVICES LLC, a Delaware limited liability company

By: **CW PROFESSIONAL SERVICES B.V.**, a private company with limited liability incorporated under the laws of the Netherlands, its sole member and manager

UNIFACE USA LLC, a Delaware limited liability company

By: **UNIFACE B.V.**, a private company with limited liability incorporated under the laws of the Netherlands, its sole member and manager

By: Robb Warnick
Name: ROBB WARNICK
Title: AUTHORIZED SIGNATORY

[SIGNATURE PAGE TO AMENDMENT NUMBER TWO TO SECOND LIEN U.S. TRADEMARK SECURITY AGREEMENT]

CHANGEPOINT B.V., a private company with limited liability incorporated under the laws of the Netherlands

UNIFACE B.V., a private company with limited liability incorporated under the laws of the Netherlands

CHANGEPOINT USA LLC, a Delaware limited liability company

By: **CHANGEPOINT B.V.**, a private company with limited liability incorporated under the laws of the Netherlands, its sole member and manager

UNIFACE USA LLC, a Delaware limited liability company

By: **UNIFACE B.V.**, a private company with limited liability incorporated under the laws of the Netherlands, its sole member and manager

DAPTIV SOLUTIONS, LLC, a Delaware limited liability company

By: **CHANGEPOINT USA LLC**, a Delaware limited liability company, its sole member and manager

By: **CHANGEPOINT B.V.**, a private company with limited liability incorporated under the laws of the Netherlands, its sole member and manager

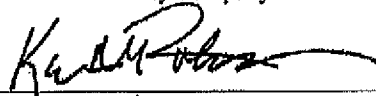
DAPTIV SOLUTIONS B.V., a private limited liability company incorporated under the laws of the Netherlands

By: Ross Warrick
Name: ROSS WARRICK
Title: AUTHORIZED SIGNATORY

[SIGNATURE PAGE TO AMENDMENT NUMBER TWO TO SECOND LIEN U.S. TRADEMARK SECURITY AGREEMENT]

"Agent"

GUGGENHEIM CORPORATE FUNDING, LLC,
a Delaware limited liability company

By: 
Name: Kevin Robinson
Title: Attorney-in-Fact

[SIGNATURE PAGE TO AMENDMENT NUMBER TWO TO SECOND LIEN U.S. TRADEMARK
SECURITY AGREEMENT]

SCHEDULE I
to
AMENDMENT NUMBER TWO TO SECOND LIEN U.S. TRADEMARK SECURITY
AGREEMENT

Trademark Registration/Applications

Grantor	Country	Mark	Application/ Registration No.	Application/ Registration Date
Barometer, Inc.	U.S.	BAROMETERIT	App: 85129335 Reg: 3961450	App: 9/14/10 Reg: 5/17/11
Barometer, Inc.	U.S.	PEOPLE DRIVEN ARCHITECTURE	App: 85975868 Reg: 4068752	App: 11/2/10 Reg: 12/6/11
Barometer, Inc.	U.S.	ITGENOME	App: 85035824 Reg: 4169906	App: 5/11/10 Reg: 7/10/12

Trade Names

None

Common Law Trademarks

None

Trademarks Not Currently In Use

None

Trademark Licenses

None